

CONTRACT

G-5 Domestic Employee

Section 1. Parties to the Contract. The parties to the contract, a copy of which shall be filed promptly with the Human Resources Service Center of the World Bank Group, are the following persons:

Nilda J. Maypa (the 'Employer'), a staff member of the World Bank Group who resides at 6528 Koziara Drive, Burke, VA 22015 in the United States ("U.S.") holds a G-4 Visa; and Cristina F. Cruz (the "Domestic Employee"), whose permanent address is 06 Duat Passville, Pulungmasle, Guagua, Pampanga, and a citizen of the Philippines.

Section 2. Description of Duties. In accordance with the terms and conditions of this Contract, the Employer agrees to employ the Employee at or in connection with the Employer's residence in the position of domestic employee with the following duties: clean, cook, do laundry and babysit. The Employee shall work only for the Employer while in the U.S, unless the Employee's G-5 Visa is transferred to a different sponsor with the approval of the U.S. Department of State.

Section 3. Hours of Work. The Employee shall be provided a minimum of 35 hours per week of paid employment. The normal number of hours per week shall be 35, including the following normal work hours: Monday to Friday (9 am to 4:45 pm with 45 minutes lunch break).

Section 4. Time-Off from Work. The Employee shall be provided a minimum of at least one full day off each week, which day will normally be Sunday. In addition, the Employee will be provided time-off from work with pay on sick days at a maximum of 2 days per year.

Section 5. Minimum Wage. The Employee shall be paid at the rate of ~~46.72~~⁷² per hour for all working hours. Wages shall be paid by check to the Employee on biweekly basis, and copies of pay records will be made available without charge to the Employee.

Section 6. Overtime Pay. Work in excess of 40 hours per week must be paid for at the minimum rate of one and one-half times the base hourly wage where required by law.

Section 7. Tax Payments. The Employer shall ensure that the Employee obtains a U.S. Social Security card and shall pay the Employer's share of Social Security taxes and Medicare, as well as any other required taxes or contributions, including federal and state unemployment insurance and Workers Compensation insurance, on all wages actually paid. The Employee must pay the Employee's share of Social Security and any applicable federal and state income taxes on all wages.

Section 8. Meals and Lodging. The Employee will reside in the Employer's residence. The Employer will provide lodging and meals free of charge.

Section 9. Medical Insurance. Medical insurance will be paid for in full by the Employer.

Section 10. Domestic Employee Dependents. If the Employee will be accompanied by minor dependents, children between the ages of 6 and 17 will be made to attend school in the U.S. during the school year. The Employee's dependents are not permitted to work in the U.S.

Section 11. Transportation and Other Costs. The Employee will be provided with round-trip transportation to and from the U.S. at no cost to the Employee, at the beginning of employment and after its termination. The Employee shall be responsible for her pocket money.

Section 12. Termination of Employment and Departure. Either the Employer or the Employee may terminate this Contact at any time during the Employee's first year of employment for cause, for example employee misconduct or incompetence, or, after one year, without cause. If the Domestic Employee's employment by the Employer terminates for any reason, the Employee will not be permitted to remain in the U.S. and will be required to leave the country promptly. In addition, the Employer will report the Employee's termination to the World Bank Group, which will report this information to the U.S. Department of State.

Section 13. Other Terms of Employment.

- (a) Requirement of Employment. The Employee's presence in the Employer's residence will not be required except during working hours, and the Employee's passport, visa, copy of the contract and other personal property will not be withheld by the Employer for any reason.
- (b) Legal Provisions. This Contract shall be interpreted and applied in accordance with the law of the place of the Employer's U.S. residence during the Employee's employment. Once signed by the parties to the Contact, this contract may not be modified except by a written amendment, a copy of which must be promptly filed with the Human Resource Service Center of the World Bank Group.
- (c) Duration of Contact. The term of this Contract shall be for 15 months, commencing on January 1, 2004 to March 31, 2005.

Section 14. Complaint Procedure. The Employee has the right to make a complaint, or to have a complaint made on his or her behalf, with respect to the Employee's fair treatment under the World Bank Group's Code of Conduct Regarding Employment of G-5 domestic Employees. Such a complaint may be filed with the World Bank's Office of Business Ethics. The World Bank Group's complaint procedures shall not prevent the Employee from notifying governmental authorities or taking legal action in connection with any matter affecting his or her employment. The Employer may not interfere with

such complaints or retaliate against the Employee for any good faith statement or action by or on behalf of the Employee in connection with a complaint.

Employer's Signature Nilda J. Maypa

Date 1/3/04

Employer's Name NILDA J. MAYPA

Employer's UPI 15878

Employee's Signature _____

Date _____

Employee's Name _____